

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5890223

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
HEALTHGRADES OPERATING COMPANY, INC., (FORMERLY HEALTH GRADES, INC.)	12/30/2019
RECEIVING PARTY DATA	
Name:	CRG SERVICING LLC
Street Address:	1000 MAIN STREET
Internal Address:	SUITE 2500
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77002
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	15186467
Application Number:	14675345
Patent Number:	8719052
Patent Number:	9171342
Patent Number:	7752060
CORRESPONDENCE DATA	
Fax Number:	(704)378-2057
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	7043312359
Email:	iplaw@mvalaw.com, cindigraser@mvalaw.com
Correspondent Name:	MOORE & VAN ALLEN PLLC
Address Line 1:	100 NORTH TRYON STREET
Address Line 2:	SUITE 4700
Address Line 4:	CHARLOTTE, NORTH CAROLINA 28202
ATTORNEY DOCKET NUMBER:	045068.000007
NAME OF SUBMITTER:	JAMES VAN CLEAVE GAMBRELL
SIGNATURE:	/James Van Cleave Gambrell/
DATE SIGNED:	12/31/2019

Total Attachments: 3

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PATENT SECURITY AGREEMENT

December 30, 2019

WHEREAS, HEALTHGRADES OPERATING COMPANY, INC. (formerly HEALTH GRADES, INC.), a Delaware corporation (the “*Grantor*”), is a party to that certain Security Agreement, dated as of December 30, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”; capitalized terms used herein without definition shall have the meanings set forth in the Security Agreement), among the Grantor, the other grantors from time to time party thereto and CRG SERVICING LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, “*Administrative Agent*”), pursuant to which the Grantor has pledged and granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under all of its personal property, including without limitation the patents and patent applications listed on **Schedule A** hereto; and

WHEREAS, it is a condition to the advance of the loans and other obligations secured by the Security Agreement that the Grantor execute and deliver, and cause to be filed in the United States Patent and Trademark Office, this Patent Security Agreement (this “*Patent Security Agreement*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, the Grantor hereby pledges and grants to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title, and interest in, to and under all of the patents and patent applications, whether now owned or hereafter acquired and whether now existing or hereafter coming into existence, of the Grantor that are issued by or filed with the United States Patent and Trademark Office, including the patents and patent applications listed on **Schedule A** hereto.

Notwithstanding the foregoing, in the event of any conflict between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

This Patent Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the law of the State of New York, without regard to principles of conflicts of laws that would result in the application of the laws of any other jurisdiction; *provided that* Section 5-1401 of the New York General Obligations Law shall apply.

[signature to follow]

IN WITNESS WHEREOF, the Grantor has caused this Patent Security Agreement to be duly executed and delivered as of the day and year first above written.

HEALTHGRADES OPERATING COMPANY,
INC., as Grantor

By: _____

Name: Robert Draughon

Title: Chief Executive Officer

HEALTHGRADES OPERATING COMPANY, INC.
PATENT SECURITY AGREEMENT

PATENT
REEL: 051395 FRAME: 0086

**Schedule A
to Patent Security Agreement**

PATENTS AND PATENT APPLICATIONS

Title	Serial Number	Filing Date	Patent / (Publication) Number	Issue Date	Owner of Record
Analytical data processing for consumer health scores	15186467	2016-06-18	(20160371453)	—	Healthgrades Operating Company, Inc.
Healthcare provider search based on experience	14675345	2015-03-31	(20150278222)	—	Healthgrades Operating Company, Inc.
Internet system for connecting healthcare providers and patients	13551471	2012-07-17	8719052	2014-05-06	Healthgrades Operating Company, Inc.
Connecting patients with emergency/urgent health care	13004792	2011-01-11	9171342	2015-10-27	Healthgrades Operating Company, Inc.
Internet system for connecting healthcare providers and patients	11512529	2006-08-29	7752060	2010-07-06	Healthgrades Operating Company, Inc.